

A.G. Contract No. KR96 0030TRN  
ADOT ECS File No. JPA 96-02  
Project: IM-10-2(276)  
Tracs: 10 MA 154 H 2035 02 C  
Section: Jct I-10 & US60  
C96-247

**INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE**

THIS AGREEMENT is entered into December 23, 1996  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the City of Tempe, acting by and through its Mayor and City Council, ( the "City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Interstate 10 and US60 including the cross streets at Southern Avenue and Baseline Road at the following location:

From I-10 centerline roadway station 8145+00 to centerline roadway station 8247+00, and from US 60 Ramp WN roadway station 95+00 to centerline roadway station, 160+00, including Ramp NE a net distance of approximately 3.0 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21278</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/23/96</u>
<u>Jose Lee Hull</u> Secretary of State
By <u>Vicky Greenwald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State, using State and Federal funds.
3. The City shall waive development and permit fees and furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The water service for Baseline Road shall be at the City's expense.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction, the City shall maintain the irrigation system within the right of way on Southern Avenue and within the median islands on Baseline Road according to the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
6. The City hereby agrees to maintain the landscaping within the right of way on Southern Avenue and within the median islands on Baseline Road according to the Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five ( 5 ) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five ( 5 ) years unless either party shall give notice in writing to the other not less than one ( 1 ) month nor more than three ( 3 ) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty ( 60 ) days

written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five ( 5 ) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five ( 5 ) years unless either party shall give notice in writing to the other not less than one ( 1 ) month nor more than three ( 3 ) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty ( 60 ) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Tempe  
Director of Public Works  
P.O. Box 5002  
Tempe, Az. 85280
7. Attached hereto is the written determination of each party's legal council the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.
8. Attached hereto is the written determination of each party's legal council the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA  
Department of Transportation

By Neil G. Giuliano  
NEIL G. GIULIANO  
Mayor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

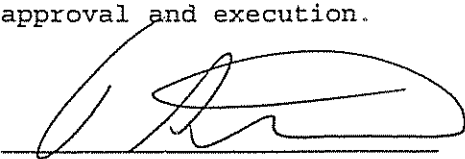
ATTEST

By Helen R. Fowler  
HELEN FOWLER  
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with City of Tempe for the purpose of defining responsibilities for the design, construction and maintenance of a landscaping improvements on I-10 @ US-60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

### CERTIFICATION

I, Helen R. Fowler, City Clerk for the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of Resolution No. 96.68 approved at the Regular Council Meeting of October 24, 1996 by the Tempe City Council, Tempe, Arizona.

Dated this 29th day of October, 1996.

  
Helen R. Fowler, CMC  
City Clerk

RESOLUTION NO. 96.68

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF  
TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF  
AN AGREEMENT WITH THE STATE OF ARIZONA,  
DEPARTMENT OF TRANSPORTATION.

\*\*\*\*\*

WHEREAS, it is to the mutual BENEFIT of the State of Arizona, Department  
of transportation and the City of Tempe to enter into an agreement for landscaping of certain  
areas of the Interstate 10 and U.S. 60 Interchange, and

WHEREAS, the Arizona Department of Transportation has prepared an  
agreement setting forth the responsibilities for each party.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

That the Mayor of the City of Tempe is hereby authorized to execute an  
agreement with the State of Arizona, Department of Transportation setting forth the provisions  
and responsibilities of the State of Arizona and the City of Tempe for landscaping of the  
Interstate 10 and U.S. 60 Interchange.





DATE	BY	CHKD	APP'D	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9				IM-10-3276	2	5

DIO MA 154



Match Line @ Sta. 8152+75

Tempe maintenance area boundary

Match Line Previous Sheet

SOUTHERN AV

EXISTING LANDSCAPING

# MAINTENANCE EXHIBIT

DATE	BY	CHKD	APP'D	PROJECT NO.	SHEET NO.	TOTAL SHEETS
10				IM-10-3276	10	10

LANDSCAPE PLAN

JCT. 10 - US 60

TRACS NO. H 2035 07C

OF

Match Line @ Sta. 8161+50

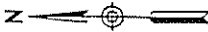
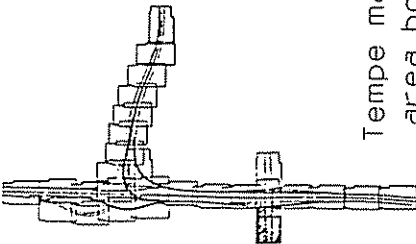
Tempe maintenance area boundary

Match Line This Sheet

Match Line This Sheet

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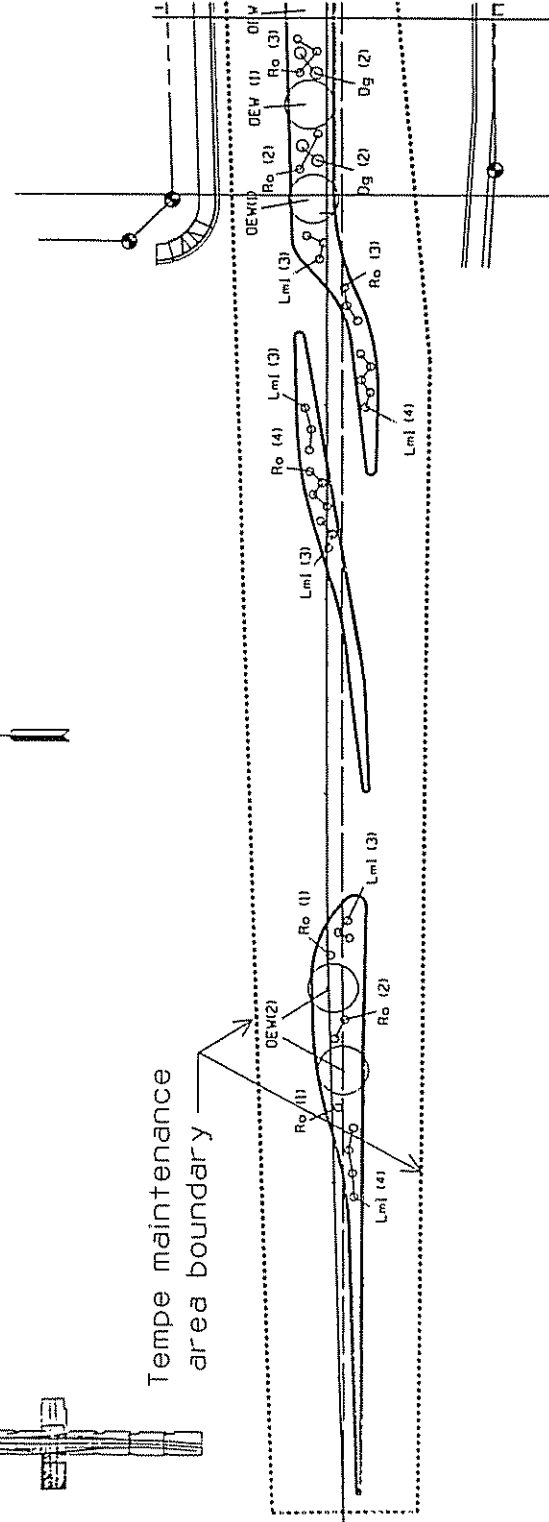
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Tempe maintenance  
area boundary

Match Line & Baseline Sta. 16+00

ITEM	QTY
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# MAINTENANCE EXHIBIT

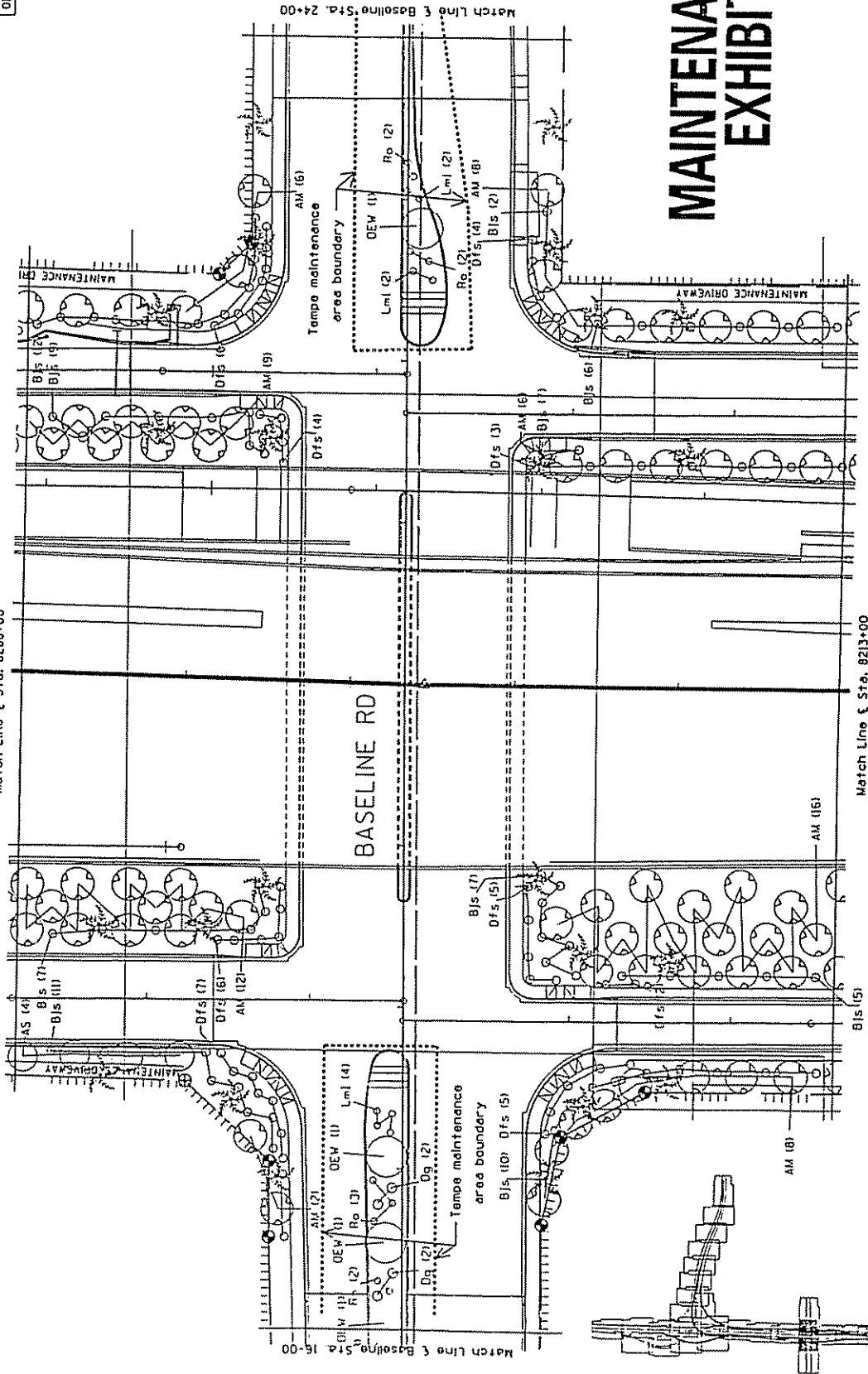
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BY	5	REV.	3	DATE	10/10/10
OIO MA 154					

STATE	ARIZONA	DEPT. OF TRANSPORTATION
PROJECT NO.	10-10-312761	PROJECT NAME
DATE	10/10/10	DATE
BY	5	REV.
ROADSIDE DEVELOPMENT SERVICES		
LANDSCAPE PLAN		

TRACS NO. H 2035 02C  
JCT. 110 - US 60  
10/10/10 5

VIEW NAME  
5-JAN-1996 10:56

Match Line & Sta. 8208+00



# MAINTENANCE EXHIBIT

STATION	DATE	BY	CHKD
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PROJECT NO.	100	DATE	10/10/15
PROJECT NAME	100 MA 154		
PROJECT LOCATION	JCT. 10 - US 60		
PROJECT DESCRIPTION	LANDSCAPE PLAN		
PROJECT OWNER	ARIZONA DEPARTMENT OF TRANSPORTATION		
PROJECT MANAGER	JOSEPH SALAZAR		
PROJECT ENGINEER	JAMES J. JONES		
PROJECT ARCHITECT	JAMES J. JONES		
PROJECT LANDSCAPE ARCHITECT	JAMES J. JONES		

for J:\rds\001\2015\100 MA 154.dgn  
5-Jan-16 11:29

VLR HALL

TRACS NO. H 2035 02C

JCT. 10 - US 60

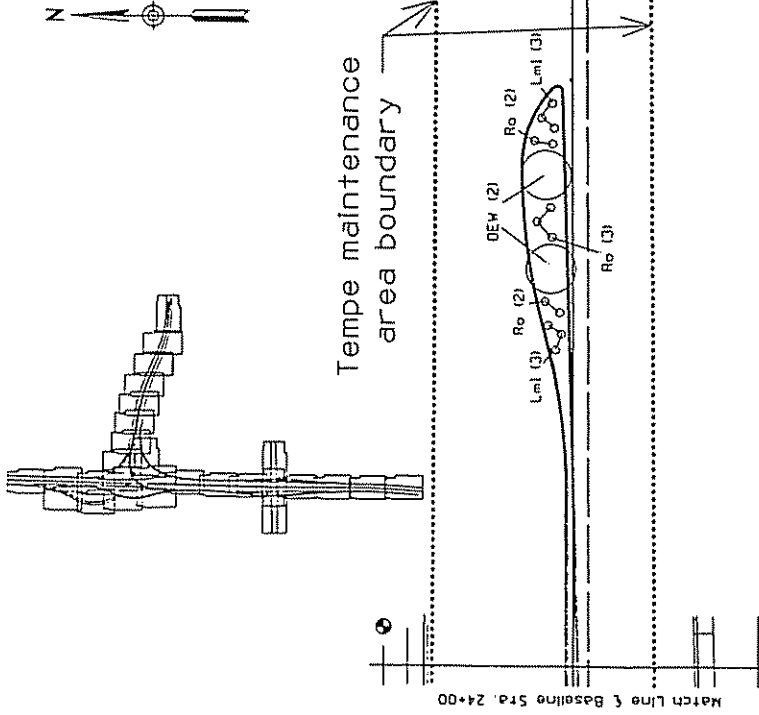
100 MA 154

OF

# MAINTENANCE EXHIBIT

DATE	1/10/10	PROJECT	IN-10-32761	SHEET	5	TOTAL	5
BY	9	APP	010 MA 154				

ITEM	QTY	UNIT
ITEMS	2	
ITEMS	3	
ITEMS	12	
ITEMS	14	



STATE	ARIZONA	DEPARTMENT OF TRANSPORTATION
PROJECT	IN-10-32761	INTERMODAL IMPROVEMENT PROJECT
DATE	1/10/10	ROADSIDE DEVELOPMENT SERVICES
BY	9	
APP	010 MA 154	
TITLE	LANDSCAPE PLAN	
SHEET	5	OF 5

TRACS NO. H 2035 02C JCT. 110 - US 60

FILE NAME

5-JAN-1998 11:17

APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23<sup>rd</sup> day of October, 1995.

  
City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-2701TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 17, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/2707